

# **STREET AND SIDEWALK MAINTENANCE SERVICES CONTRACT**

**2017**

This agreement is between the San Pedro Property Owners' Alliance (PBID) and Beacon House Association of San Pedro (Contractor).

1. Contract is valid from March 1, 2017 to December 31, 2017
2. PBID will be billed for the number of hours accumulated for performing this contract, not to exceed 400 labor hours monthly. PBID will be notified if man hours accumulate beyond the 400 limit and the per hour billing will be negotiated.
3. The hourly rates will remain consistent with the prior 2016 contract at a rate of \$11.39 per man hour.
4. Hours will be tracked using daily work logs completed at the end of each shift and complete documentation will be provided monthly as a part of invoicing.
5. PBID will supply all materials necessary to perform the work outlined in the agreement including but not limited to trash can liners, or the Beacon House will purchase the materials and then invoice PBID for the cost of materials.
6. Additional services such as vehicle usage and hazardous materials handling are incorporated into the above hourly rate. Additional services beyond what is specified in Attachment A will be negotiated on a per basis request from either party. Nonscheduled one time vehicle use service is \$125 per session.
7. PBID will be notified when roll away bins are at capacity. Any additional refuse beyond capacity will be placed directly to either side of the bins for removal.
8. PBID and Clean San Pedro will be notified when any bulk refuse removal is required.
9. Place of Performance of Services: Services will be performed as indicated by outlined routes in exhibits 1, 2, 3, 4, 5.
10. Payment is due from PBID within 30 days following the completion of work and upon presentation of itemized invoice from contractor.

## **ADDITIONAL TERMS AND CONDITIONS**

### **1. PERFORMANCE OF SERVICES:**

a) Contractor agrees that the services to be provided hereunder will be performed by qualified, careful and efficient employees in strict conformity with the best practices and highest applicable standards and to the satisfaction and approval of PBID, free of any and all liens and claims of laborers and suppliers.

b) Contractor is responsible for the direct management and supervision of its personnel through its designated representative, and such representative will, in turn, be available at all reasonable times to report and confer with the designate agents or representatives of PBID with respect to services being rendered.

c) All personnel assigned by Contractor to perform services will be employees of Contractor. Contractor will pay all salaries and expenses Of, and all federal, social security, federal and state unemployment taxes, and any other payroll or withholding taxes relating to such employees. Contractor will be considered, for all purposes, and independent contractor, and will not, directly or indirectly, act as an agent, servant or employee of PBID, or make any commitments or incur any liabilities on behalf of BID without PBID's prior written consent.

2. **INSPECTION AND REJECTION:** PBID may inspect and reject all nonconforming services within a reasonable period of time after the completion of the services without regard to whether payment has been made.

3. **WARRANTIES:** Contractor warrants all services will conform with all written proposals and descriptions as any drawings, specifications, samples, or models furnished by PBID or furnished by Contractor and approved by PBID. Contractor further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel.

4. **CHANGES:** PBID may make changes to any services to be performed, but no change shall be effective, nor shall PBID be obligated to pay any increase in compensation as a result of a change, unless PBID issues a written change order. Changes which increase or decrease pricing shall be priced as mutually agreed to in ink'. or absent written agreement, shall be reasonably priced.

5. **INDEMNITY:** CONTRACTOR SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS PBID, ITS STAKEHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS I FEES) ON ACCOUNT OF DEATH OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM OR IN CONNECTION WITH ANY SERVICES PERFORMED BY CONTRACTOR HEREUNDER, EXCEPT TO THE EXTENT CAUSED BY PBIDS SOLE NEGLIGENCE. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LIABILITY OR EXPENSE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT THIS INDEMNITY SHALL SURVIVE PERFORMANCE AND ACCEPTANCE OF THE SERVICES.

6. **LEGAL COMPLIANCE:** Contractor warrants that all services furnished shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor agrees to comply with Executive Order 1 1246 as amended and all regulations and orders hereunder, all of which are incorporated by reference. Contractor will promptly furnish, upon PBIDs request, all certifications required hereunder.

8. **TERMINATION:** BID may terminate this Services Contract at any time by giving notice to Contractor. In the event of such termination, 1) BID's liability shall be the lesser of: (a) a

reasonable compensation the services rendered prior to termination; or (b) the contract price for the services. Upon receipt of a termination notice, Contractor shall, unless otherwise directed, cease work and follow PBID's directions as to work in progress.

9. INSURANCE: Prior to the performance of any services by Contractor, Contractor, at its own cost and expense, shall provide and thereafter maintain in full force and effect, with a carrier or carriers selected by Contractor and satisfactory to PBID, liability insurance with a coverage of \$2,000,000 and Workers' Compensation Insurance with coverage of \$1,000,000. Written proof of compliance with the insurance requirements, satisfactory to PBID, shall be approved by PBID before commencement of any services. All insurance policies shall name PBID as additional insured using the following wording:

*"The San Pedro Property Owners' Alliance, the San Pedro Historic Waterfront Business Improvement District, their stakeholders, officers, directors, agents and employees' are added as additional insured under this policy."*

10. GENERAL: Contractor shall not assign this contract any rights, nor delegate any duties, hereunder. Any attempt to do so will void this agreement. No waiver of any default by either party shall act as a waiver of a subsequent or separate default. Section headings are for convenience only and shall have no legal or interpretive effect. This Services Contract shall be governed by under the laws of the State of California. The parties submit to the exclusive jurisdiction of the federal courts, and the California state courts, located in Los Angeles County, California.

Accepted By:

San Pedro's Property Owner Alliance

Beacon House Association of San Pedro

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment A**

### **Work Schedule and Duties**

#### **Exhibit 1 Map**

Tuesday, Friday, Saturday & Sunday

4 men each day

Empty all City street trash receptacles along exhibit 1 route, replacing liners and cleaning tops including receptacles located in City parking lots

Sweep sidewalks and gutters

Remove trash and animal waste from all sidewalk planters

#### **Exhibit 2 Map**

Wednesday

4 men

Empty all City street trash receptacles along exhibit 2 route, replacing liners and cleaning tops including receptacles located in City parking lots

Sweep sidewalks and gutters

Remove trash and animal waste from all sidewalk planters

#### **Exhibit 3**

Monday

3 Men

Sweep alley routes as indicated in exhibit 3.

#### **Exhibit 4**

##### **First Thursday-8pm**

4 men

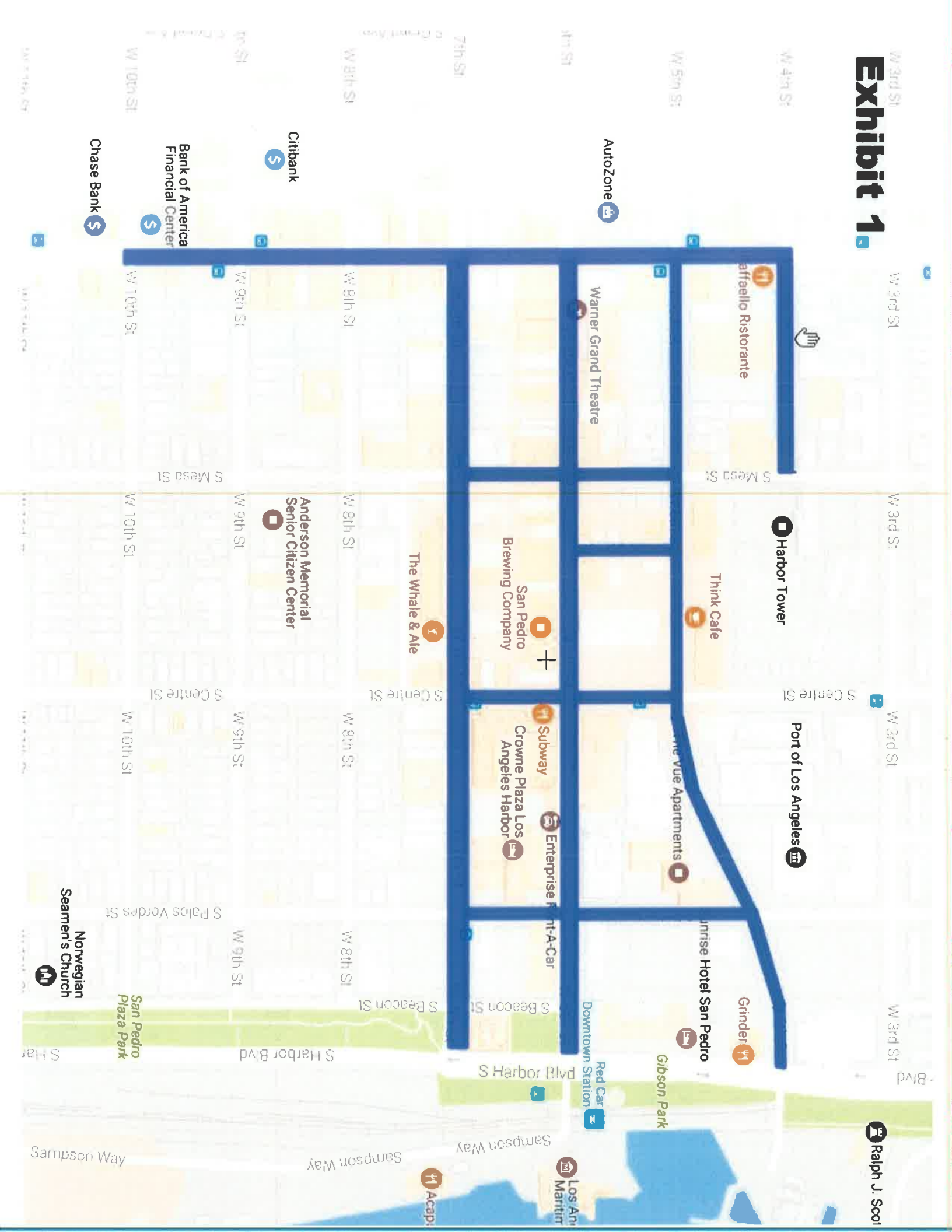
Empty all city trash receptacles along indicated route in exhibit 4, replacing liners and cleaning tops including receptacles located in City parking lots.

#### **Exhibit 5 Map**

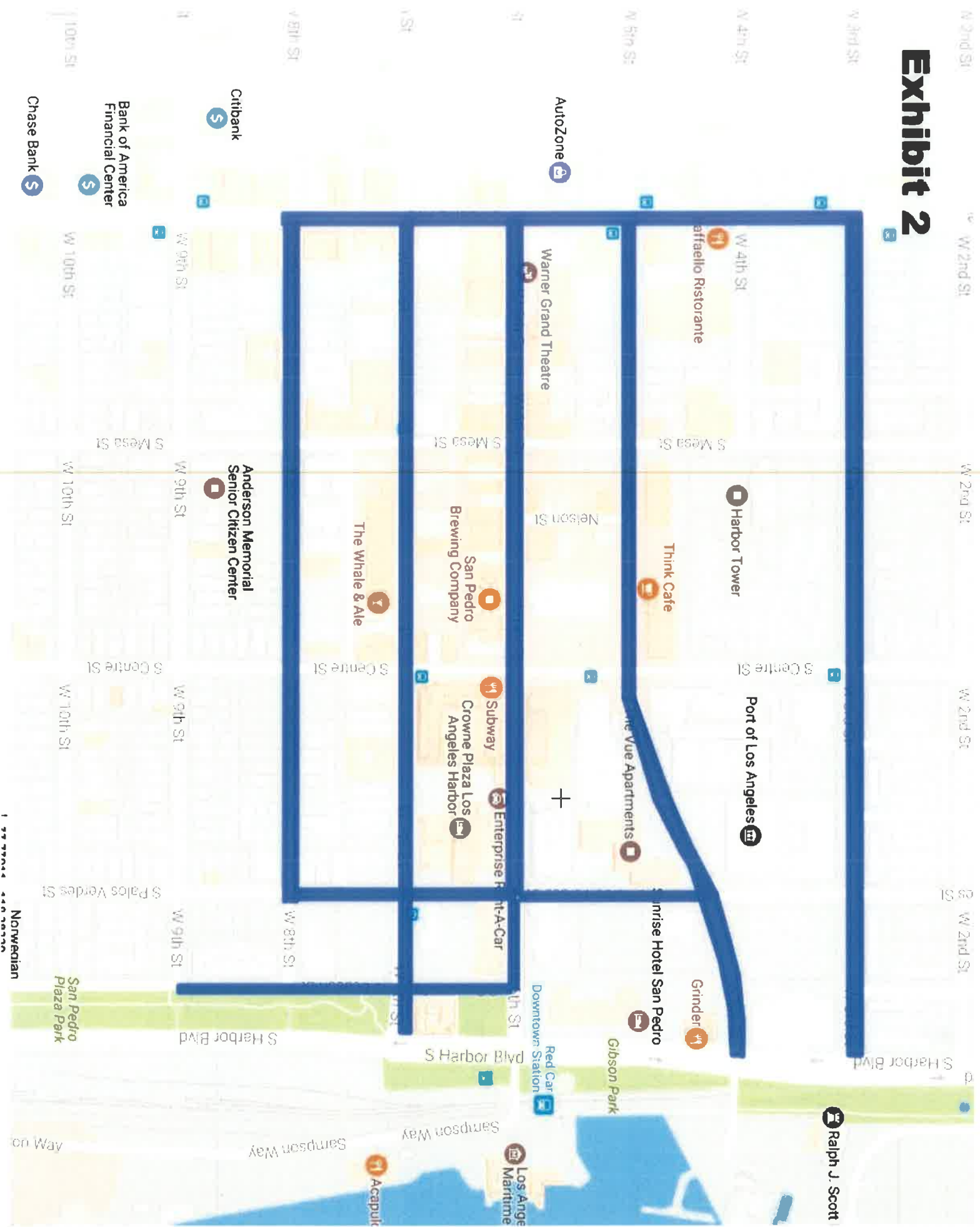
Monday — Friday

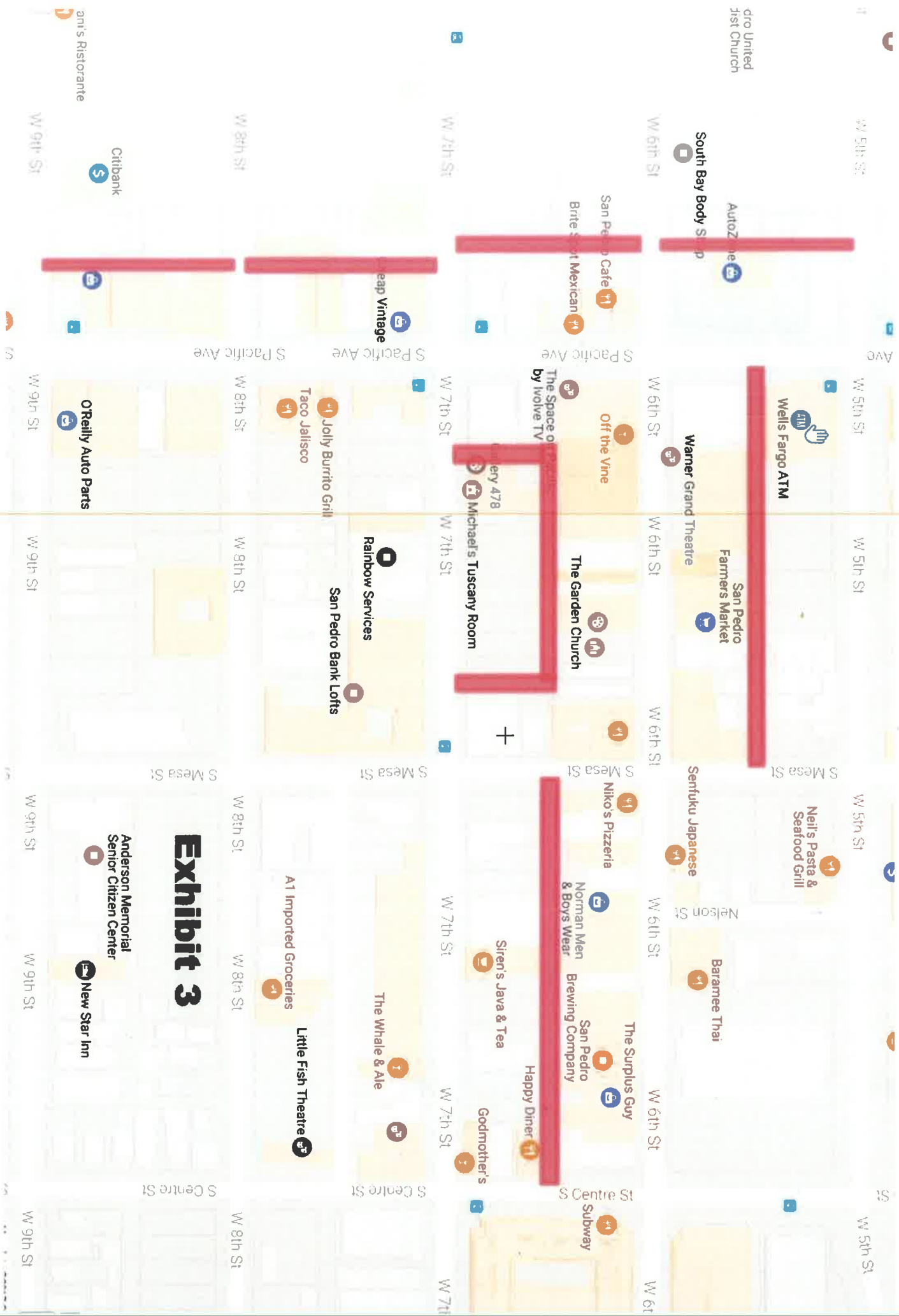
Empty all City trash receptacles in the Beacon Street Plaza Park from Harbor Blvd. to 14th St.

# Exhibit 1



## Exhibit 2







All Star Inn

Hometown Industrial Paint



# Exhibit 4



S Pacific Ave

W 5th St

W 5th St

Wells Fargo ATM

AutoZone

Body Shop

Warner Grand Theatre

San Pedro Farmers Market

San Pedro Cafe

Brite Spot Mexican

The Space on Pacific by Ivolve TV

Off the Vine

The Garden Church

Gallery 478

Michael's Tuscany Room

Cheap Vintage

Rainbow Services

San Pedro Bank Lofts

Jolly Burrito Grill

Taco Jalisco

Marine Clerks Associates ILWU

Think Cafe

Photospin

Neil's Pasta & Seafood Grill

Intuku Japanese

Baramee Thai

Niko's Pizzeria

Norman Men & Boys Wear

San Pedro Brewing Company

The Surplus Guy

Siren's Java & Tea

Happy Diner

Godmother's

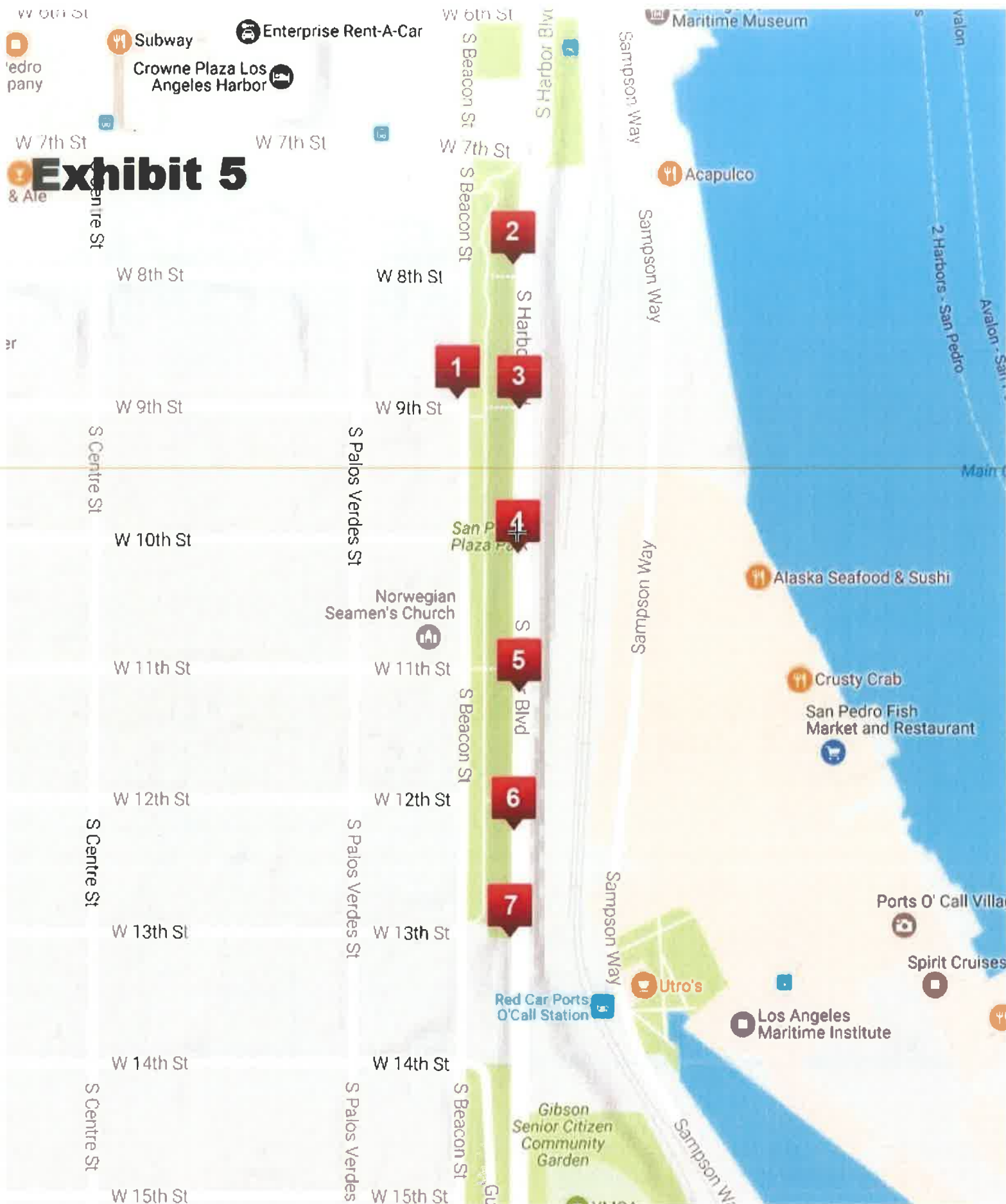
The Whale & Ale

A1 Imported Groceries

Little Fish Theatre

Port of





# Exhibit 5